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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ADRIAN MORRIS, on behalf of herself and  
all others similarly situated,

Plaintiff,

vs.

FIDELITY INVESTMENTS, a legal entity of  
an unknown form, FMR, LLC, a Delaware  
limited Liability Company, FIDELITY  
BROKERAGE SERVICES LLC, a Delaware  
Limited Liability Company (collectively  
“FIDELITY”),

Defendants.

Case No. 3:17-cv-06027-WHA

**[PROPOSED] ORDER GRANTING  
APPROVAL OF COLLECTIVE ACTION  
SETTLEMENT (EXHIBIT 2)**

CLASS AND COLLECTIVE ACTIONS

**[ADDITIONAL COUNSEL]**

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1 The motion of Plaintiff Adrian Morris ("Plaintiff"), on behalf of herself and all those  
2 similarly situated, for an order approving a collective action settlement, came on for hearing on  
3 January 24, 2019. The Court has considered the Stipulation Re: Settlement of Class and  
4 Collective Actions (and its exhibits), the submissions of counsel, and all other papers filed in this  
5 action. The matter having been submitted and good cause appearing therefor, the Court finds as  
6 follows:

7 1. All defined terms contained herein shall have the same meanings as set forth in the  
8 Stipulation Re: Settlement of Class and Collective Actions executed by the Settling Parties and  
9 filed with this Court (the "Stipulation");

10 2. Plaintiff and Fidelity Brokerage Services LLC ("Fidelity Brokerage") and FMR  
11 LLC ("FMR") (collectively, "Defendants"), through their counsel of record in the Litigation and  
12 per the terms of the Stipulation, have reached an agreement to resolve the Litigation and settle the  
13 collective action portion of the case, i.e., the Fair Labor Standards Act of "FLSA" portion of the  
14 settlement.

15 3. Significant investigation and research have been conducted such that counsel for  
16 the parties at this time are able to reasonably evaluate their respective positions. Settlement at  
17 this time will avoid substantial costs, delay, and risks that would be presented by further  
18 litigation. The proposed settlement has been reached as a result of serious, informed, and non-  
19 collusive negotiations between the parties;

20 4. Through Docket Entry No. 51, the Court has already conditionally certified the  
21 following collective:

22 All United States based former and current employees of Fidelity  
23 Brokerage Services from May 31, 2015 to the present, who satisfy the  
24 following two conditions: (1) Fidelity Brokerage Services classifies(d)  
25 them as "non-exempt;" **and** (2)(a) They received student loan repayments  
26 pursuant to Fidelity Brokerage's Step Ahead Student Loan Program and  
27 worked overtime during the month in which a student loan repayment was  
28 made; **and/or** (b) They received fitness reimbursements pursuant to  
Fidelity Brokerage Services' Fitness Reimbursement Program and worked  
overtime during the pay period in which the fitness reimbursement was  
paid.

1 The National FLSA Collective set forth in the Stipulation Re: Settlement of Class and Collective  
2 Actions is the same. The Court finds that, for the purpose of approving this settlement only and  
3 for no other purpose and with no other effect, in the context of this Settlement, the proposed  
4 National FLSA Collective meets the requirements for certification as a collective action class  
5 under 29 U.S.C. § 216(b) because a sufficient showing has been made that the National FLSA  
6 Collective Members are similarly situated;

7 5. Plaintiff also presented to the Court for review a plan to provide a National Notice  
8 to the Members of the proposed National FLSA Collective which sets out the terms of the  
9 settlement and the National FLSA Collective Members' options including, *inter alia*, their  
10 options (i) to refrain from acting and thereby exclude themselves from the National Settlement  
11 Class, or (ii) to opt-in to the National FLSA Settlement Collective by cashing checks containing  
12 their National Settlement Sum. The National Notice will be mailed to all National Class  
13 Members at their Last Known Addresses. The plan regarding National Notices proposed by the  
14 Settling Parties is the best practical under the circumstances and satisfies pertinent due process  
15 requirements.

16 Good cause appearing therefor, **IT IS HEREBY ORDERED** that:

17 1. Pursuant to 29 U.S.C. § 216(b), the National FLSA Collective is certified, and the  
18 Stipulation of Settlement is approved;

19 2. Notice of the National FLSA Collective settlement, and the rights of National  
20 FLSA Collective Members to opt-in to the settlement by cashing a check in the amount of their  
21 National Settlement Sum, or to refrain from acting and thereby exclude themselves from the  
22 settlement, shall be given by mailing of the National Notice by first class mail to each Member of  
23 the National FLSA Collective pursuant to the applicable provisions in the Stipulation. Fidelity  
24 Brokerage shall provide the Claims Administrator with the information necessary to conduct this  
25 mailing as set forth in the Stipulation;

26 3. In the event that the Effective Date occurs all FLSA Settlement Collective  
27 Members will be deemed to have forever released and discharged the National Released Claims,  
28

1 and the Litigation will be dismissed with prejudice. In the event that the Effective Date does not  
2 occur for any reason whatsoever, the Stipulation shall be deemed null and void and shall have no  
3 effect whatsoever.

4 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

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The Honorable William H. Alsup